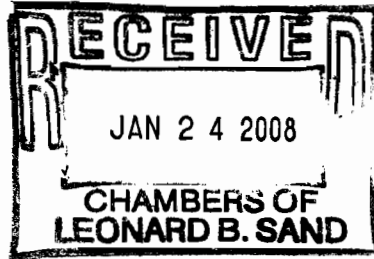


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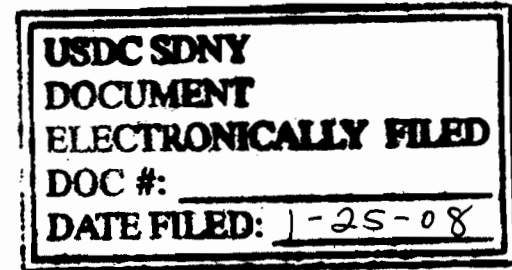


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January 24, 2008

## BY HAND

The Honorable Leonard B. Sand  
United States District Court  
Southern District of New York  
500 Pearl St., Room 1650  
New York, NY 10007



Re: National Union Fire Insurance Co. of Pittsburgh, PA. v. Nationwide Mutual Insurance Company, Inc., 07-CV-10502 (LBS)

Honorable Judge Sand:

This firm represents plaintiff, National Union Fire Insurance Co. of Pittsburgh, PA ("National Union"), in the above referenced matter. As the Court is aware, by letter dated January 15, 2008, defendant Nationwide Mutual Insurance Company, Inc. ("Nationwide") requested an adjournment of the January 29, 2008 Settlement Conference. While National Union provided its consent to that request in a letter to the Court dated January 17, 2008, the parties have further discussed this issue and now jointly propose the following briefing and settlement conference schedule. In addition, defense counsel has confirmed that Nationwide will file a pre-answer motion with the Court on or before January 28, 2008. Accordingly, the parties jointly propose the following:

Nationwide's moving papers:	<b>January 28, 2008</b>
Settlement Conference date:	<b>March 11, 2008</b>
National Union's response papers: (if settlement conference unsuccessful)	<b>March 28, 2008</b>
Nationwide's reply papers:	<b>April 18, 2008</b>

The foregoing schedule provides Nationwide the opportunity to file its pre-answer motion, while at the same time affording the parties an opportunity to settle this matter before that motion is litigated. The foregoing schedule also allows National Union and Nationwide the opportunity to avoid the full cost of litigating the motion in the event that the settlement conference is successful, and provides National Union with sufficient time to respond to the motion if a settlement is not reached. The schedule likewise spares the Court from considering the motion if

**MEMO ENDORSED**

*Adopted. So ordered*  
*L. B. Sand* 0001

1/24/08

MEMO ENDORSED

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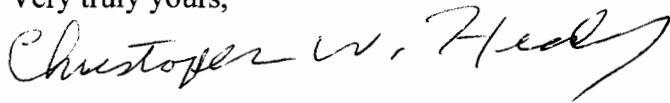
January 24, 2008

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the case can be settled. For these reasons, the parties believe that the foregoing schedule represents the most efficient and cost effective means of proceeding in this matter.

At this time, the parties respectfully request that the Court consider the proposed dates set forth above.

Very truly yours,

A handwritten signature in black ink, appearing to read "Christopher W. Healy". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Christopher W. Healy

cc: Lorin A. Donnelly (via facsimile)